

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CORRECTION OF OIL, GAS AND MINERAL LEASE

Reference is hereby made to that certain Oil, Gas and Mineral Lease dated June 16, 2006, hereinafter referred to as the "Subject Lease", by and between Barney B. Holland, Jr., hereinafter referred to as "Lessor", and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, Texas 75201, hereinafter referred to as "Lessee", recorded in the Real Property Records of Tarrant County, Texas, on February 7, 2007, as Document No. D207044772.

WHEREAS, the Subject Lease has been included in the following conveyances:

Assignment of Oil, Gas, and Mineral Lease by and between Dale Resources, L.L.C. as assignor and Dale Property Services, L.L.C. as assignee recorded as Document No. D207118883, Deed Records, Tarrant County, Texas;

Conveyance by and between Dale Resources, L.L.C. as grantor and Chesapeake Exploration Limited Partnership (now Chesapeake Exploration, L.L.C. by merger) as grantee recorded as Document No. D207131205, Deed Records, Tarrant County, Texas; and a

Partial Assignment by and between Chesapeake Exploration, L.L.C. as assignor and Total E&P USA, Inc. as assignee recorded as Document No. D210019134, Deed Records, Tarrant County, Texas.

WHEREAS, Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided Twenty-Five percent (25%) of Chesapeake's working interest in the aforementioned Lease.

WHEREAS, the aforementioned assignees and grantees are collectively referred to as "Assignees."

And now, all right, title, and interest in the Subject Lease is now owned by Assignees, thereby authorizing Assignees to investigate, explore, prospect, drill, and produce oil and gas (reserving to Lessors under the Subject Lease the usual royalties), upon the land described herein located in Tarrant County, Texas.

WHEREAS, the legal description on the Subject Lease mistakenly described the following tract of land:

0.0523 acres of land, more or less, more particularly described in that certain deed dated September 23rd, 2002, from Sharon Stripling Holland, as Grantor to Barney Bowie Holland, JR. [sic], as Grantee recorded in Volume 1600, Page 149 of the Deed Records of Tarrant County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

Whereas it is the desire of Lessor and Assignees to correct the description of the Subject Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Assignees do hereby correct and amend the Subject Lease by correcting the legal description thereon as follows:

.0627 acres, more or less, out of the B.E. Waller Survey, A-1659, Tarrant County, Texas, being a portion of Lot 51, Sylvania Addition, Second Filing, an addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 204, Page 19, Plat Records, Tarrant County, Texas, and being the same lands more particularly described by that certain Special Warranty Deed dated October 16, 1980, from the City of Fort Worth, to J. Elwood Winters, recorded in Volume 7021, Page 937, Deed Records, Tarrant County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

FURTHERMORE, Lessor does hereby grant, demise, lease and let unto Assignees the acreage as described above, as corrected, subject to and in accordance with all of the terms and provisions of the Subject Lease.

It is understood and agreed by all parties hereto that in all other respects, the Subject Lease and the prior provisions thereto, shall remain in full force and effect and each of the undersigned does hereby ratify and confirm the Subject Lease, as hereby amended.

This Correction of Oil, Gas and Mineral Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to

any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

Executed this 11th day of OCTOBER, 2010, but for all purposes, to be effective as of the 16th day of June 2006.

LESSOR:


Barney B. Holland, Jr.

ASSIGNEES:

Chesapeake Exploration, L.L.C., an Oklahoma Limited Liability Company

By: _____

Henry J. Hood
Its: Senior Vice President Land
and Legal & General Counsel

[Handwritten initials: HJH, CS, and others]

Total E&P USA, Inc., a Delaware corporation

By: _____

Eric Bonnin
Vice President, Business Development & Strategy

[Handwritten initials: EB]

ACKNOWLEDGMENTS

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 11th day of
OCTOBER, 2010, by Barney B. Holland, Jr.



[Handwritten signature of L. Cervený]
Notary Public, State of Texas
Notary's name (printed): L. CERVENY
Notary's commission expires: 11-05-2011

STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 14th day of October, 2010, by Henry J. Hood, as the Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.



Keasha Huser
 Notary Public, State of Oklahoma
 Notary's name (printed):
 Notary's commission expires:

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 5th day of November, 2010, by ERIC BONNIN as Vice President, Business Development & Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.

[Signature]
 Notary Public, State of Texas
 Notary's name (printed):
 Notary's commission expires:

PLEASE RETURN TO:
 Jackie Ward, Curative Attorney
 Dale Property Services, L.L.C.
 500 Taylor Street, Suite 600
 Annex Building
 Fort Worth, TX 76102
 Big Bend Unit

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE PROPERTY SERVICES
C/O JACKIE WARD
500 TAYLOR ST
FT WORTH, TX 76102

Submitter: DALE RESOURCES LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/2/2010 3:37 PM

Instrument #: D210297550

LSE

6

PGS

\$32.00

By: _____

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210297550

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES